



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

January 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ARMED AND UNARMED SECURITY SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is not subject to the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Armed and Unarmed Security Services for Public Works Headquarters Complex in the annual sum not to exceed \$597,000 to Securitas Security Services, Inc., located in Torrance, California, and direct the Mayor to execute the contract. This contract will be for a period of one year commencing on February 21, 2006, with two 1-year renewal options, not to exceed a total contract period of three years.
4. Delegate authority to the Director of Public Works to annually expend up to 15 percent of the annual contract sum for unforeseen additional work within the scope of the contract, if required.

5. Authorize the Director to renew this contract for each renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months, for the convenience of the County; or to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is a Proposition A contract of which has been contracted since 1989. The purpose of this action is to continue contracting for this service. This contract is for armed and unarmed security services at our Headquarters Complex to prevent theft and/or vandalism of County property. The contractor will provide trained security personnel for the purpose of securing the Complex, controlling egress and ingress at the facilities, and preventing individuals or groups from committing illegal acts, which could be injurious to others and/or lead to the destruction of property. The scope of work includes around-the-clock security coverage, 365 days per year.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness. This contract improves internal operations through the utilization of this contractor's specialized expertise to provide this service accurately, efficiently, timely, cost-effectively, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contract is for an annual amount not to exceed \$597,000, and this amount can be augmented by up to 15 percent annually for unforeseen, additional work within the scope of work of the contract. The additional funds provide for unanticipated needs, such as emergency security operations for national and local emergencies, threats to our employees, and additional armed or unarmed security officers at other Public Works facilities. These additional funds will not be expended without the Director's authorization. The annual amount is based on the price quoted by the contractor.

Financing for this service is included in Public Works' 2005-06 Internal Service Fund. In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source. Total annual expenditures for this service, however, will not exceed the contract amount approved by your Board, and services in other funds will not be ordered without the funding authorization of

Public Works Financial Management Branch. There will be no impact on net County cost.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

No cost-of-living adjustments will be granted under this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contract has been executed by the contractor and approved as to form by County Counsel.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the CEQA and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On October 26, 2005, Public Works solicited proposals from 206 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On November 21, 2005, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. One proposal was incomplete, considered nonresponsive and, therefore, disqualified for failing to submit the required bid guaranty. The remainder of the proposals having met these requirements, were then evaluated by an evaluation committee consisting of

Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, references, and labor/payroll record keeping. Labor law violations were found for the top two rated proposers. These violations were forwarded to the County's Labor Law Assessment Team. Based upon the Team's review of both reported and not reported violations, the top rated proposer, Securitas Security Services, Inc., received a 3 percent deduction from its score and the number two rated proposer, Akal Security, Inc., received a 2 percent deduction from its score. As a result of these deductions, Securitas Security Services, Inc., is still the highest rated proposer. Pursuant to County Code Section 2.121.420, the highest scoring qualified proposer was also determined to be cost-effective. Based on this evaluation, it is recommended that this contract be awarded to the highest rated proposer, Securitas Security Services, Inc.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and the services contract solicitation protest policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor, and the performance bond will be obtained upon award of contract.

As requested by your Board, the contractor has submitted a safety record, which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

The Honorable Board of Supervisors
January 19, 2006
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CONCLUSION

Enclosed are three copies of the Agreement. Upon approval, please return the Contractor Execute and Department Conform to this office. The original Board Execute should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 2

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
ARMED AND UNARMED SECURITY SERVICES
FOR PUBLIC WORKS HEADQUARTERS COMPLEX

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Securitas Security Services, Inc., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: That the CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY and the CONTRACTOR'S Proposal filed with the COUNTY on November 21, 2005, hereby agrees to provide services as described in the attached specifications for Armed and Unarmed Security Services for Public Works Headquarters Complex, including, but not limited to, Exhibit A, Scope of Work.

SECOND: That this AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Contract Discrepancy Report; Exhibit F, Notice of Proposed Payment Adjustment; Exhibit G, Equipment Inventory, Damage, and Loss Liability; Exhibit H, Statement of Loss of County Security Equipment; Exhibit I, Performance Requirements Summary; and the CONTRACTOR'S Proposal, all attached hereto, and Addenda to the Request for Proposals, and are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: That the COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the hourly rates set forth in Schedule of Prices in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$597,000, or such greater amount as the Board may approve.

FOURTH: That this Contract's initial term shall be for a period of one year commencing on February 21, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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FIFTH: That the CONTRACTOR shall bill for work performed at the hourly rates quoted in Form PW-2, Schedule of Prices. CONTRACTOR shall present monthly invoices in triplicate (original and two copies) for work performed under the scope of this Contract during the preceding month, based on the actual number of hours worked and the hourly rates reflected in Form PW-2, Schedule of Prices. CONTRACTOR'S invoices shall clearly indicate this Contract number, the month, description of work, and employee monthly time reports. Invoices for any additional or emergency services requested by the Contract Manager, shall reflect the day(s) and type of service(s) and hour(s) required to perform the extra work. Public Works reserves the right to request additional information it may deem necessary on the invoices.

SIXTH: That Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: That in no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: That the CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: That the CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: That in the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms and conditions herein, the COUNTY'S provisions shall control and be binding.

ELEVENTH: That the CONTRACTOR agrees in strict accordance with this Contract specifications and conditions to meet the COUNTY'S requirements.

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THIRTEENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]* for Robert Cartwright
Deputy

SECURITAS SECURITY SERVICES,
INC.

By *[Signature]*
Its President

PAUL MITCHELL
Type or Print Name

By *[Signature]*, AUP-2A
Its Secretary

John D. Phillips
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> County of <u>Los Angeles</u> }</p> <p>On <u>January 18, 2006</u> before me <u>Julie Woi</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>John D. Phillips and Carol Mitchell</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;"> <small>SIGNATURE OF NOTARY</small> </div> <div style="flex: 1; text-align: center;"> </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____, AND _____</p> <p><input type="checkbox"/> PARTNER(S) _____ TITLE(S) _____ <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____</p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
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